



EMPIRE DISTRICT ELECTRIC COMPANY ARKANSAS PRESCRIPTIVE COMMERCIAL & INDUSTRIAL REBATE PROGRAM GUIDELINES

Pre-Approval

Projects that meet the Prescriptive Rebate Program's requirements do not require pre-approval. Customers may apply to the program to seek pre-approval and incentive commitment for their projects.

Eligibility Requirements

1. Incentives are available to electric customers served under any non-residential rate schedule in The Empire District Electric Company ("Empire") Arkansas service territory.
2. Please review all of the pages in this document including Program Guidelines, Instructions for Applying (on rebate forms) and Program Terms and Conditions. Applicants must agree to the Terms and Conditions in order to participate.

Incentives

1. Total incentives of up to \$20,000 per customer are available for the first nine months of the program year. If funds are available during the last three months of the program year, Empire may choose to exceed the \$20,000 incentive limit for projects that are completed and submitted to the program during this period. The customer incentive limit includes any incentives received through the Custom Rebate Program.
2. Multiple rebate applications for different measures may be submitted. Each individual measure will be evaluated on its own merits.
3. Similar measures that are proposed in different facilities or buildings will be evaluated separately.

Step 1 – Complete and Submit Application Form

Complete the EMPIRE DISTRICT ELECTRIC COMPANY ARKANSAS PRESCRIPTIVE C&I rebate program form and submit to Empire. Call the Empire helpline at 800-639-0077 ext. 6519 if you need any assistance. If project has been completed, copies of material, equipment, and labor invoices should be included with the application. If seeking a rebate for an energy audit, a copy of the energy audit along with the audit invoice must accompany the application. If application is for pre-approval, the copies of all invoices should be sent to Empire upon project completion.

Step 2 – Project Review and Inspection

All rebate applications will be individually reviewed and analyzed by Empire to determine if the proposed energy efficiency measures are eligible for a rebate. Empire may schedule and perform an inspection of the installed equipment.

Step 3 – Payment

Rebate payments will be in the form of a check, bill credit, and/or a combination of the two, and will be determined by the Program Terms and Conditions outlined.



**EMPIRE DISTRICT ELECTRIC COMPANY
ARKANSAS
COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION**

Pre-Approval is not required for the Prescriptive Rebate Program.
Applications must be submitted within 90 days of completed installation.

Customer's Information:

Empire District Account Number: _____
Organization Name: _____ DBA: _____
Facility Address: _____
City: _____ State: _____ Zip: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Contact: Mr. Ms. _____ Tel: _____ Email: _____

Primary Use of Facility:

- Restaurant Health Grocery Retail Other: _____
- School Hospital Hotel Religious
- College Office Warehouse Manufacturing

Size of Facility: _____ Sq. Ft.
Federal Tax ID # (EIN): _____ Incorporated Exempt Other: _____

Which Of The Following Best Describes This Project?

- New Building Equipment Replacement Expansion Of Existing Building Renovation Other: _____

Incentives Requested

Transfer total incentive amounts from worksheets. **Please attach all worksheets to this application.**

Energy Audit (must also include incentive request for at least **one** of the following measures) \$ _____
Lighting \$ _____ Air Conditioning \$ _____ Motors \$ _____
VFDs \$ _____ Water Chillers \$ _____
Total Incentives Requested \$ _____

Certification Statement

Customer has read and understood the Terms and Conditions set forth in this application and agrees to abide by them.
Customer certifies that the information provided in the incentive application is true and accurate. Customer further certifies that the energy savings products described in the incentive application will be installed in the Facility indicated above and will not be resold. Customer agrees to permit (1) verification of the purchase invoices and product installation transactions; and (2) upon request, install and remove load monitoring equipment at the Facility.

Customer's Signature: _____ Date: _____

Please submit the completed application and accompanying attachments to:

**Empire District Electric Rebate Program
PO Box 311
Hockessin, DE 19707
Fax: 302-504-3080
Email: energy.efficiency@empiredistrict.com**



**EMPIRE DISTRICT ELECTRIC COMPANY
ARKANSAS
COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION
ENERGY AUDIT WORKSHEET**

ENERGY AUDIT WORKSHEET

Program Description: Energy audits provide customers with a comprehensive analysis of their building energy use and recommendations on ways to reduce energy costs and improve energy efficiency. Audits usually consider all major end-uses including lighting, motors, HVAC, refrigeration and water heating. Empire offers rebates to commercial and industrial customers to cover up to 50% of the cost of an energy audit when at least one Empire rebate-qualified measure is implemented.

Eligibility Requirements: The following eligibility requirements must be met in order to receive an Empire Energy Audit rebate:

- You must have an active, non-residential Empire account at the audited facility.
- The energy audit must be conducted by an Empire certified energy auditor. A list of certified auditors can be found at www.empirearkansas.programprocessing.com/content/energyaudits
- You must implement, at a minimum, one Empire rebate-qualified audit recommendation.
- The energy audit rebate request must be submitted in the same application as the equipment rebate request.

Rebate Application Instructions:

- Complete the blank fields below and submit this worksheet as part of your application.
- Submit a copy of the energy audit report (report must show auditor and date of audit)
- Submit a dated invoice for the energy audit.
- Submit the worksheet(s) in this application packet for the recommended equipment for which you are seeking a rebate. *(The energy audit rebate request must be submitted in the same application as the equipment rebate request.)*

ENERGY AUDIT INFORMATION: PLEASE COMPLETE					
Facility Size (sq. ft.)	Date of Audit	Name of Auditor*	Audit Cost (Attach Copy of Invoice)	Date of Measure Installation	Rebate (50% of Audit cost up to \$500)
					\$ _____
<small>*The customer must use an Empire certified auditor to be eligible for an Energy Audit rebate. The customer is responsible for selecting, contracting with and paying the auditor. Energy Audit rebates will be paid only to the customer. Empire does not warrant or guarantee the auditor's work product. If your auditor is not on this list, they may call (800) 639-0077 ext. 6519 to be certified and added to the list.</small>					



**EMPIRE DISTRICT ELECTRIC COMPANY
ARKANSAS
COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION
LIGHTING WORKSHEET**

LIGHTING REBATE WORKSHEET

- **Completing the Lighting Worksheet:** Fill in the appropriate fields in the worksheet. To calculate the TOTAL INCENTIVE, multiply the COUNT (quantity of installed equipment) by the UNIT INCENTIVE and enter this amount in the TOTAL INCENTIVE column. The sum of the TOTAL INCENTIVE amounts is entered in the appropriate INCENTIVES REQUESTED field on the application.
- **Electronic Ballast with T-8 or T-5 Lamps:** Unless otherwise specified, ballasts must be high frequency (>10 kHz) electronic with a minimum life of 50,000 hours. Ballasts must have THD <20 and a PF >0.90, and be ETL- and UL-listed. Lamps must have tri-chromatic phosphors.
- **All eligible lighting products must be new and UL listed.**

FLUORESCENT T-8 LAMP WITH ELECTRONIC BALLASTS

T8 LAMP AND BALLAST RETROFIT OR REPLACEMENT: Replace incandescent or T12 systems with T8 systems. Must include high efficiency electronic ballasts.	Type	Count	Unit Incentive	Total \$
	4 foot or less 1 to 2 lamp		\$5 per system	
	4 foot or less 3 to 4 lamp		\$9 per system	
	5 foot to 8 foot 1 or 2 lamp		\$8 per system	

HIGH PERFORMANCE T-8 SYSTEMS (HPT8)

HIGH PERFORMANCE T8 SYSTEMS: High Performance T8 (HPT8) lighting is an option that can be used to retrofit T12 or standard T8 lighting in existing facilities, or can be used instead of standard T8 lighting in new facilities. High Performance T8 systems must meet specifications set by the Consortium for Energy Efficiency [CEE] including, but not limited to, the following	Type	Count	Unit Incentive	Total \$
	HPT8 1 to 2-lamp		\$9 per system	
	HPT8 3 or 4 lamp		\$18 per system	

- lamps must have 90 lumens per watt [LPW] or greater; 88 LPW for programmed start ballasts
- lamps must have high color rendering index [CRI], greater than or equal to 81
- electronic ballasts must be instant start or programmed start meeting CEE performance

LOW-WATTAGE FLUORESCENT T8 LAMPS

LOW WATTAGE T8 LAMPS: Install 4 foot T8 lamps rated at 28 Watt or less.	Type	Count	Unit Incentive	Total \$
	4 foot T8 28W or less		\$0.50 per lamp	

FLUORESCENT FIXTURES WITH SPECULAR REFLECTORS

FLUORESCENT FIXTURES WITH SPECULAR REFLECTORS: Fluorescent fixtures with specular reflectors with minimum reflectivity of 87%, and using T5, T5HO, or T8 lamps with electronic ballasts.	Type	Count	Unit Incentive	Total \$
	4 foot specular		\$12 per fixture	
	Two 4 foot specular tandem wired		\$12 per fixture combination	
	8 foot specular		\$16 per fixture	
	Two 8 foot specular tandem wired		\$16 per fixture combination	

LIGHTING REBATE WORKSHEET PAGE 2

HIGH-BAY FLUORESCENT FIXTURES WITH ELECTRONIC BALLASTS

	Type	Count	Unit Incentive	Total \$
HIGH BAY FLUORESCENT FIXTURES: One-for-one replacement of 400W high intensity discharge (HID) fixtures, including mercury vapor, high pressure sodium, or metal halide, with 6-8 lamp T8 or 4-6 lamp T5HO fixtures.	4 foot or less T8 6 to 8 lamps		\$75 per fixture	
	4 foot or less T5HO 4 to 5 lamps		\$75 per fixture	
	4 foot or less T5HO 6 lamps		\$40 per fixture	
	Type	Count	Unit Incentive	Total \$
HIGH BAY FLUORESCENT FIXTURES: One-for-one replacement of 1,000W high intensity discharge (HID) fixtures, including mercury vapor, high pressure sodium, or metal halide, with 12-18 lamp T8 or 8-14 lamp T5HO systems.	4 foot or less T8 12 to 18 lamps		\$125 per fixture	
	4 foot or less T5HO 8 to 14 lamps		\$125 per fixture	

HARDWIRED or MODULAR COMPACT FLUORESCENT FIXTURES

	Type	Count	Unit Incentive	Total \$
HARDWIRED OR MODULAR COMPACT FLUORESCENT FIXTURES: Replace incandescent, halogen, high pressure sodium, or mercury vapor systems with hardwired or modular CFL systems. Does not include screw-base CFLs.	18W or less		\$8 per fixture	
	19W to 32W		\$18 per fixture	
	33W or greater		\$24 per fixture	

INDUSTRIAL MULTI-CFL FIXTURES

	Type	Count	Unit Incentive	Total \$
INDUSTRIAL MULTI-CFL FIXTURES: Replace T12 or HID system with multi-CFL fixtures.	Multi-CFL Industrial		\$25 per fixture	

PENDANT AND WALL MOUNT INDIRECT FIXTURES

	Type	Count	Unit Incentive	Total \$
PENDANT AND WALL MOUNT INDIRECT FIXTURES: Fixture efficiency must meet or exceed 80% and contain no more than 3 lamps with an indirect or direct/indirect distribution. T5, T5HO, or T8 systems are eligible.	Pendant or Wall Mount Indirect		\$24 per 4 foot section	

RECESSED INDIRECT FIXTURE

	Type	Count	Unit Incentive	Total \$
RECESSED INDIRECT FIXTURE: Fixture efficiency must meet or exceed 80% and contain no more than 3 lamps with an indirect or direct/indirect distribution. T5, T5HO, or T8 systems are eligible.	Recessed Indirect		\$16 per 4 foot section	

HIGH EFFICIENCY FLUORESCENT FIXTURES

	Type	Count	Unit Incentive	Total \$
HIGH EFFICIENCY FLUORESCENT FIXTURES : Fixture efficiency shall meet or exceed 75% for parabolic and 83% for prismatic and shall contain no more than 3 lamps. T5, T5HO, or T8 systems are eligible.	1 lamp		\$4 per fixture	
	2 or 3 lamp		\$8 per fixture	

LIGHTING REBATE WORKSHEET PAGE 3

METAL HALIDE FIXTURES

METAL HALIDE FIXTURES: One for one replacement of existing incandescent, high pressure sodium or mercury vapor fixtures with metal halide fixtures.	Type	Count	Unit Incentive	Total \$
	150W or less		\$17 per fixture	
	151W to 250W		\$28 per fixture	
	251W or greater		\$45 per fixture	

PULSE START METAL HALIDE FIXTURES

PULSE-START METAL HALIDE FIXTURES: One for one replacement of existing incandescent, high pressure sodium, mercury vapor, or metal halide fixtures with pulse start metal halide fixtures.	Type	Count	Unit Incentive	Total \$
	175W or less		\$25 per fixture	
	176W to 319W		\$40 per fixture	
	320W to 749W		\$55 per fixture	
	750W or greater		\$65 per fixture	

FLUORESCENT CONTROLS

	Type	Count	Unit Incentive	Total \$
CEILING MOUNTED OCCUPANCY SENSOR: Hardwired passive infrared and/or ultrasonic detector. Units with manual "ON" overrides are not eligible.	Ceiling Mounted Occupancy		\$30 per control	
WALL MOUNTED OCCUPANCY SENSOR: Hardwired passive infrared and/or ultrasonic detector.	Wall Mounted Occupancy		\$12 per control	
FIXTURE MOUNTED PHOTO SENSOR: Daylight Controlled On/Off.	Fixture Mounted Daylight		\$12 per control	
FIXTURE MOUNTED OCCUPANCY SENSOR: Unit shall control fixture with an On/Off control.	Fixture Mounted Occupancy		\$28 per control	

HID CONTROLS

LIGHTING CONTROLS: Each unit shall control HID lamp. Fixtures controlled On/Off are not eligible.	Type	Count	Unit Incentive	Total \$
	Occupancy Controlled Hi-Low		\$35 per fixture	
	Daylight Controlled Dimming		\$35 per fixture	



EMPIRE DISTRICT ELECTRIC COMPANY

ARKANSAS

COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION

UNITARY HVAC WORKSHEET

AIR CONDITIONING AND HEAT PUMP REBATE WORKSHEET

- **Completing the Worksheet:** Fill in the appropriate fields in the worksheet. To calculate the TOTAL INCENTIVE, multiply the UNIT SIZE of the installed equipment, the equipment INCENTIVE, and the QUANTITY of installed equipment and enter this amount in the TOTAL INCENTIVE column. The sum of the TOTAL INCENTIVE column of installed equipment should be entered in the appropriate INCENTIVES REQUESTED field on the application.
- **General Eligibility Requirements for Air Conditioning Systems:** Incentives may be applied to packaged unitary air conditioning equipment and split system air conditioning equipment for use in commercial facilities. List the matching indoor and outdoor components of the split system. Compressor or condenser replacements or window units are not eligible for incentives. One ton equals 12,000 Btuh.
- **Efficiency and Incentive Levels for Air Conditioning Systems:** Equipment meeting or exceeding the efficiency levels are eligible for the incentives listed.

Unitary and Split System Air Conditioning Equipment

Equipment Size, Tons	Equipment Size, Btuh	Minimum Efficiency (SEER/EER)	Incentive per Unit (\$/ton)
<5.4	<65,000	14.0 SEER	\$92
>=5.4 to <11.25	>=65,000 to <135,000	11.5 EER	\$73
>=11.25 to <20	>=135,000 to <240,000	11.5 EER	\$79
>=20 to 30	>=240,000 to 360,000	10.0 EER	\$79

Water Source Heat Pumps

Equipment Type	Equipment Size, Tons	Minimum Efficiency (EER)	Incentive per Unit (\$/ton)
Water Source Heat Pump	<= 30 tons	14.0 EER	\$64

Geothermal Heat Pumps

Equipment Type	Equipment Size, Tons	Minimum Efficiency (EER)	Incentive per Unit (\$/ton)
New Heat Pump Installation (with new ground loops)	<= 150 tons	16.5 EER	\$480
Replacement Heat Pump (use existing ground loops)	<=150 tons	16.5 EER	\$70

Air Conditioning and Heat Pumps: Equipment Inventory Worksheet

Unit ID	Manufacturer	Model Number	A Unit Size (tons)	B Unit Efficiency (SEER or EER)	C Incentive \$/ton from Table above	D Quantity	E Total Incentive [A x C x D]
Example: RTU1	Trane	YHC120	10	12.5 EER	\$73	2	10 x \$73 x 2= \$1460
1.							
2.							
3.							
4.							
5.							
6.							
(if more units, attach additional sheet)					Total Incentive :		



EMPIRE DISTRICT ELECTRIC COMPANY ARKANSAS

COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION CHILLER WORKSHEET

WATER CHILLERS

Completing the Worksheet: Calculate the rebate using both the Full Load and IPLV minimum criteria for the unit. Only units that meet both minimum requirements are eligible for rebates. The final rebate will be the higher dollar value obtained from using both minimum requirements.

WATER CHILLERS - EFFICIENCY AND INCENTIVE LEVELS

Notes	Equipment	(A) Base Unit Incentive per ton	(B) Minimum Equipment Efficiency	(C) Additional Incentive	(D) Unit Size	Quantity	Estimated Full Load Hours (Note 5)	(E) Unit Efficiency	Total (\$) (Note 3)
See Notes 1,2,4	Air Cooled Chiller with condenser >= 30 and <=300	\$20	Full Load: 10.0 EER and IPLV 12.0 EER	\$5/ton for each 0.1 EER point above min. criteria			Hrs:	EER:	
								IPLV:	
See Notes 1,2,4	Water Cooled Chiller >= 30 and <150	\$12	Full Load: 0.72 kW/ton and IPLV 0.62 kW/ton	\$8/ton for each 0.01 kW/ton below min. criteria			Hrs:	kW/ton peak:	
								kW/ton IPLV:	
See Notes 1,2,4	Water Cooled Chiller >= 150 and < 300	\$12	Full Load: 0.63 kW/ton and IPLV 0.51 kW/ton	\$2/ton for each 0.01 kW/ton below min. criteria			Hrs:	kW/ton peak:	
								kW/ton IPLV:	
See Notes 1,2,4	Water Cooled Chiller * >= 300 and <= 1000	\$5	Full Load: 0.56 kW/ton and IPLV 0.51 kW/ton	\$4/ton for each 0.01 kW/ton below min. criteria			Hrs:	kW/ton peak:	
								kW/ton IPLV:	

* For centrifugal chillers equipped with factory mounted variable frequency drives using R134a refrigerant, the minimum requirements are 0.575 full load kW/ton and 0.51 IPLV kW/ton, use IPLV value to calculate the incentive.

Notes:

- HVAC equipment efficiency criteria are based on applicable ARI standards at ARI standard conditions using a non-CFC refrigerant. Attach a copy of manufacturer's performance sheet. Air-cooled chiller efficiencies shall include condenser fan energy consumption. Tons should be ARI net capacity, not gross capacity.
- HVAC equipment using chlorofluorocarbons (CFC's) as a refrigerant is not eligible for an incentive.
- The incentives for Projects with efficiencies based on EER are calculated: $\{(A \times D) + \{C \times (E - B) \times 10 \times D\} \times \text{quantity}$.
The incentives for Projects with efficiencies based on kW/ton are calculated: $\{(A \times D) + \{C \times (B - E) \times 100 \times D\} \times \text{quantity}$.
- ARI standard conditions are as follows:
 - Efficiency ratings for full load or IPLV kW/ton must be calculated at ARI standard rating conditions per ARI Standard 550/590-98 including but not limited to the following
 - 44 degrees F; leaving chilled water; 2.5 gpm/ton
 - 95 degrees F; entering condenser air [air cooled chillers only]
 - 85 degrees F; entering condenser water [water cooled chillers only]; 3.0 gpm/ton
- Chiller equivalent full load hours (EFLH) are preferably estimated by an engineer, technical representative, or technically qualified vendor



EMPIRE DISTRICT ELECTRIC COMPANY ARKANSAS COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION MOTOR WORKSHEET

MOTORS

- **Completing the Motor Worksheet:** Fill in the appropriate fields in the worksheet. To calculate the TOTAL INCENTIVE, multiply the INCENTIVE by the QUANTITY of installed equipment and enter this amount in the TOTAL INCENTIVE row. The totals should be entered in the appropriate INCENTIVES REQUESTED field on the application.
- **Efficiency and Incentive Levels:** Motors meeting or exceeding the NEMA Nominal Efficiencies below are eligible for incentives.
- **Motor Run Hours:** Motors must operate a minimum of 2000 hours per year to be eligible for incentives.
- Motors must be new, three phase, induction motors, NEMA design A & B, 1-200 HP, Open Drip Proof (ODP) or Totally Enclosed Fan Cooled (TEFC).

Motor Size (HP)	NEMA Nominal Full Load Efficiency						Incentive per Motor
	Open Drip Proof [ODP]			Totally Enclosed Fan Cooled [TEFC]			
	Speed (RPM)			Speed (RPM)			
	1200	1800	3600	1200	1800	3600	
1	82.5%	85.5%	77.0%	82.5%	85.5%	77.0%	\$10
1.5	86.5%	86.5%	84.0%	87.5%	86.5%	84.0%	\$15
2	87.5%	86.5%	85.5%	88.5%	86.5%	85.5%	\$20
3	88.5%	89.5%	85.5%	89.5%	89.5%	86.5%	\$25
5	89.5%	89.5%	86.5%	89.5%	89.5%	88.5%	\$35
7.5	90.2%	91.0%	88.5%	91.0%	91.7%	89.5%	\$50
10	91.7%	91.7%	89.5%	91.0%	91.7%	90.2%	\$65
15	91.7%	93.0%	90.2%	91.7%	92.4%	91.0%	\$75
20	92.4%	93.0%	91.0%	91.7%	93.0%	91.0%	\$100
25	93.0%	93.6%	91.7%	93.0%	93.6%	91.7%	\$125
30	93.6%	94.1%	91.7%	93.0%	93.6%	91.7%	\$150
40	94.1%	94.1%	92.4%	94.1%	94.1%	92.4%	\$200
50	94.1%	94.5%	93.0%	94.1%	94.5%	93.0%	\$250
60	94.5%	95.0%	93.6%	94.5%	95.0%	93.6%	\$300
75	94.5%	95.0%	93.6%	94.5%	95.4%	93.6%	\$350
100	95.0%	95.4%	93.6%	95.0%	95.4%	94.1%	\$450
125	95.0%	95.4%	94.1%	95.0%	95.4%	95.0%	\$500
150	95.4%	95.8%	94.1%	95.8%	95.8%	95.0%	\$550
200	95.4%	95.8%	95.0%	95.8%	96.2%	95.4%	\$600

NEMA Premium Motors – Equipment Inventory Worksheet									
Unit ID	Manufacturer	Model Number	A Motor Size (HP)	Motor Type [ODP or TEFC]	Speed (RPM)	B NEMA Nominal Efficiency	C Incentive from Table above	D Quantity	E Total Incentive [C x D]
Example: CHWP1	Baldor	M00XX	10	TEFC	1800	92.0%	\$65	2	\$65 x 2 = \$130
1.									
2.									
3.									
4.									
5.									
(if more units, attach additional sheet)							Total Incentive :		



**EMPIRE DISTRICT ELECTRIC COMPANY
ARKANSAS
COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE APPLICATION
VFD WORKSHEET**

VARIABLE FREQUENCY DRIVE REBATE WORKSHEET

- **Completing the Variable Frequency Drive Worksheet:** Fill in the appropriate fields in the worksheet. To calculate the TOTAL INCENTIVE, multiply the INCENTIVE by the QUANTITY of installed equipment and enter this amount in the TOTAL INCENTIVE row. The totals should be entered in the appropriate INCENTIVES REQUESTED field on the application.
- **Eligibility:** Incentives are provided for VFDs between 1HP and 200 HP. VFDs cannot replace existing VFDs. Forward curve fans with inlet guide vanes, variable pitch vaneaxial fans, and code required VFD installations are NOT eligible for incentives. VFDs must be controlled by an automatic signal.
- **Motor Run Hours:** Motors controlled by VFDs must operate a minimum of 4000 hours per year to be eligible for incentives.
- VFDs can be sensitive to over-voltages that can occur when power factor correcting capacitor banks on the utility system are switched on. To qualify for an incentive, each VFD must include a series reactor (inductor choke) in its AC input connections. Your VFD supplier should assist in the sizing of the reactor.

VFD controlled Horsepower	Incentive per VFD
1 HP to 200 HP	\$30 per HP

VFD INCENTIVE CALCULATIONS								
Item	Motor HP controlled by each VFD	Application	VFD Manufacturer	VFD Model Number	Incentive per VFD from above	Incentive per VFD	Quantity	E Total Incentive [C x D]
Example	10	Chilled water pump	XXXX	YYYY	\$30 per HP	10 x \$30 = \$300	1	\$300
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
							Total Incentive :	



**EMPIRE DISTRICT ELECTRIC COMPANY
ARKANSAS
COMMERCIAL & INDUSTRIAL PRESCRIPTIVE REBATE PROGRAM
TERMS AND CONDITIONS**

1. Incentives

a) Subject to these Terms and Conditions, The Empire District Electric Company (“Empire”) will pay incentives to eligible Customers (hereinafter “Customers”) for the installation of electric savings measures identified as such in program materials issued by Empire and other site-specific custom measures that are approved by Empire.

2. Customer Eligibility

a) The Empire C&I Rebate Program is available to all electric customers served under non-residential rate schedules in the Empire service territory.

b) By participating in this program, customer agrees that Empire obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

3. Project Review

Empire reserves complete discretion to approve or disapprove of any proposed electric savings measures.

4. Post-Installation Verification

Empire is not bound to pay any incentives until it has performed a satisfactory post-installation verification of the installation unless Empire has waived such post-installation verification requirement explicitly. If Empire determines that the electric savings measures were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, Empire may require changes before making any payments. Empire will not pay incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

5. Incentive Amounts

a) Before approving any incentive amounts requested by the Customer, Empire reserves the right to adjust and/or negotiate the incentive amount.

b) Once an incentive amount is approved, Empire will pay no more than the cost to the Customer of purchasing the electric savings measure, or the approved incentive amount, whichever is less.

c) Empire reserves the right to lower the incentive amount if the quantity and/or cost of energy savings measures actually installed by the Customer differ from the approved amounts. Notwithstanding any other provision of these Terms and Conditions, Empire reserves the right to seek a refund for incentives paid if, at any time, it learns that the agreed to energy savings measures were not actually and properly installed or have subsequently been disconnected.

d) Empire reserves the right to withhold payment or award the incentive in the form of a bill credit for customers in arrears.

e) Empire reserves the right to withhold incentive payments for any Energy Savings Measure’s that do not carry the Underwriter’s Laboratory (UL) or, with the written consent of Empire, an equivalent independent testing laboratory. Please consult with Underwriters Laboratory for your product classification into the appropriate UL category of the UL Listing Mark or the UL Classification Mark. In addition, prior to including a technology in the program, Empire reserves the right to require that the customer undertake, at the customer’s own expense, further testing of such technology by Underwriters Laboratories (UL) or, with the written consent of Empire, an equivalent independent testing laboratory. The UL classification of Energy Verification Services (EVS) is required. The purpose of the testing is to evaluate the technology’s energy performance levels.

6. Cost of Equipment

At any time, upon Empire's request, Customer must provide copies of all invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the energy savings measures. The invoices shall include a breakdown of all energy savings measures purchased for installation under this Agreement. In addition Empire may request any other reasonable documentation or verification of the cost to the Customer of purchasing the energy savings measure. Empire reserves the right at any time to require invoices from the customer's contractor to determine the price paid by the contractor (including any discounts or incentives) for the energy savings measures. Empire reserves the right to use the customer's contractor's reasonable costs in order to determine the correct incentive amount.

7. Date of Incentive Payments

Empire expects to pay the Incentive within sixty (60) days after all of the following conditions are met: (1) construction/renovation of Customer's facility is completed; (2) Customer has received an occupancy permit; and (3) Empire has verified installation costs and satisfactory installation of the energy savings measures, all in accordance with the specifications.

8. Installation Service Costs Recognized

Empire will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.

9. Replacement of Burn-Outs

Customers who install energy-efficient lighting energy savings measures are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

10. Monitoring and Evaluation Follow-up Visits

a) Empire reserves the right to make a reasonable number of follow-up visits to customer's Facility during the 24 months following the Actual Completion Date noted on this application. Such visit(s) will be at a time convenient to the Customer, made with at least one week advance notice given to the Customer by Empire.

b) The purpose of the follow-up visit(s) is to provide Empire with an opportunity to review the operation of the energy savings measures for program evaluation purposes. The follow-up visit(s) will have no impact on the incentive paid to the Customer for installing the energy savings measures.

11. Limited Scope of Review

Empire is under no obligation to: (1) make follow-up visits, (2) review the operation of the energy savings measures, or (3) make any suggestions of any kind to the Customer.

The scope of review by Empire of the design and installation of the energy savings measures is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

12. Changes in the Program

Notwithstanding paragraph 24(d), Empire may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by Empire.

13. Publicity of Customer Participation

Empire may wish to publicize the Customer's participation in the program, the results, the amount of incentives paid to the Customer, and any other information which reasonably relates to the Customer's participation. The Customer's participation in the program is explicit authorization and release to use Customer in publicity of the program.

14. Installation Schedule Requirements

If the Customer is not engaged in construction of the Facility or installation of energy saving devices by the end of one year from the date Empire signs this Agreement, Empire may cancel this Agreement.

15. Limitation of Liability and Indemnification

Empire's liability under this Agreement will be limited to paying the incentives specified in this Agreement. Empire and any of its affiliates shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program. The Customer shall protect, indemnify, and hold harmless Empire from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against Empire resulting from, arising out of, or relating to the performance of this Agreement.

16. No Warranties

a) Empire does not endorse, guarantee, or warrant any particular manufacturer or product, and Empire provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.

b) The Customer acknowledges that neither Empire nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the energy savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. Empire does not make any representations of any kind regarding the results to be achieved by the energy savings measures or the adequacy or safety of such measures.

17. Customer Must Pay All Taxes

The benefits conferred upon the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

18. Limit of Incentive Payments

Empire reserves the right, for any reason, to stop approving energy savings measures at any time without notice. In particular, Empire is not obligated to approve any application for an incentive that may result in Empire exceeding its program budget.

19. Pre-Approved Letter

After an application is approved by Empire's authorized executive, the Customer will receive written notification of the pre-approved incentive amount and the date that the energy savings measures must be fully installed to qualify for incentive payments. If the installation is not complete by the end of the specified time period, the incentive amount is no longer designated to the project and the Customer would need to reapply to the program.

20. Application Does Not Entitle Customer to Participate

The program described in this application may be altered, suspended, or canceled by Empire at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by Empire. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after Empire has reviewed the application and granted approval.

21. Vendor Selection

Empire acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by Empire. Notwithstanding the foregoing, the Customer acknowledges that Empire has the right to prohibit specific vendors or contractors from program participation.

22. Removal of Equipment

The customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures and in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment in the service territory of Empire or its affiliates.

23. Review of Specifications, Submittals and Drawings

The Customer may be required to provide Empire with a copy of the specifications for the construction or renovation of the Facility that will be provided to the construction contractors. Such specifications must include the energy savings measures that are the subject matter of the Customer's application to this program. Empire may refuse to pay incentives if the specifications do not adequately provide for installation of the energy savings measures consistent with good engineering and energy-efficient design practices. Customer will, upon request by Empire, provide a copy of the as-built drawings and equipment submittals for the facility. Empire may refuse to pay incentives if the final submittals and drawings do not adequately reflect the installation of the energy savings measures consistent with the original design intent as identified on the Customer application and worksheets. All equipment eligible for a rebate must be new equipment and installed by licensed contractors when required by code and/or law.

24. Miscellaneous

- a) This Agreement is composed of the application and these Terms and Conditions. It is the entire agreement between the parties and supersedes all other communications and representations.
- b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- c) The Customer acknowledges that the only individuals authorized to bind Empire under this Agreement are designated representatives, or an officer of Empire.
- d) If either Empire or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized person of the other party in order for the modification to be enforceable against that party. If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.